

Mayor  
John W. Minto  
City Council  
Ronn Hall  
Laura Koval  
Rob McNelis  
Dustin Trotter

Side Letter Between The  
City of Santee  
And The  
Santee Firefighters Association, Local 4373  
To Address The Conversion of Sick Leave Balances

This Side Letter of Agreement (Agreement) between the City of Santee and the Santee Firefighters Association, Local 4373 (collectively "Parties") is entered into with respect to the following:

**WHEREAS**, the City of Santee (hereinafter the "City") and the recognized exclusive bargaining representatives for its Fire Department safety employees, excluding management employees, the Santee Firefighters' Association (SFFA) engaged in meet and confer sessions regarding the wages, hours and terms and conditions of employment; and

**WHEREAS**, the City and SFFA entered into a four year Memorandum of Agreement (MOU) effective July 1, 2019 through June 30, 2023, setting forth those terms, including accrual of leave; and

**WHEREAS**, the Parties had previously negotiated and agreed to modify Section 5.2.1 of the MOU to increase the sick leave accrual rate, wherein effective September 22, 2016, all uniformed shift personnel were entitled to sixteen (16) hours per calendar month of sick leave accrued at a rate of 7.38 hours per bi-weekly pay period;

**WHEREAS**, no change to Section 5.2.2 of the MOU which provides that "40" hour personnel will be entitled to eight (8) hours of sick leave per calendar month accrued at a rate of 3.69 hours per bi-weekly pay period has been negotiated.

**WHEREAS**, Section 5.2.3 of the MOU provides the method of conversion of sick leave for personnel reassigned from shifts to days or from days to shifts; and

**WHEREAS**, the Section 5.2.3 method of conversion was based on the ratio of sick leave earned by shift personnel to the sick leave earned by 40 hour personnel, but that ratio was not updated in the MOU to reflect the new increased sick leave accrual for shift personnel;

**WHEREAS**, the Parties now have agreed to update that conversion rate to reflect the actual ratio currently being earned by employees, to retroactively update it back to September 22, 2016, and to correct any sick leave balances for current employees who under the new method of conversion (new ratio) would be entitled to additional sick leave;

**WHEREAS**, the Parties have reached the following agreement:

1. Section 5.2.3 of the MOU will be replaced with the following provision:

**5.2.3 Sick Leave Adjustments**

All personnel reassigned from shifts to days shall have their sick leave total adjusted by multiplying by .5. All personnel reassigned from days to shifts shall have their sick leave total adjusted by multiplying by 2.0. Prior to retirement, personnel who are working on days will have their sick leave total adjusted back to the shift total for those hours earned while working on a shift, by multiplying the number of hours which were accrued while previously working shifts by 2.0, and then adding the additional accrued hours earned while working days (after deducting any hours that were used while working days). If an employee has used more hours of sick leave on days than were earned, all remaining accrued hours will be multiplied by 2.0 to convert sick leave back to shift total.

2. The City will evaluate for all current SFFA members whether applying the revised conversion rate (sick leave ratio) back to September 22, 2016, would result in additional sick leave balances, and will provide that additional sick leave to those members to make them whole.
3. Nothing in this side letter is intended to open the MOU for negotiations on other items, to waive the Management Rights of the City or to require negotiations over matters not otherwise required to be negotiated under applicable law.

For the City: Markus S. Best Date: 2/3/2022  
For the Association: DUSTIN GACHART Date: 2-12-22